

**MONROE COUNTY
BOARD OF GOVERNORS
FIRE AND AMBULANCE DISTRICT 1
AGENDA ITEM SUMMARY**

Meeting Date: September 15, 2004

Division: County Administrator

Bulk Item: Yes _____ No X

Department: Fire Rescue

AGENDA ITEM WORDING: Approval of Contract Agreement Addendum between the Fire and Ambulance District 1 and Medtronic Physio-Control, for the maintenance of biomedical equipment for an additional one year period per original contract of October 15, 2003, in the amount of \$14,376.00.

ITEM BACKGROUND: On October 15, 2003, the Board of Governors approved a contract with Medtronic Physio-Control for preventative inspection and maintenance of biomedical equipment, in the total amount of \$14,376.00. The original contract provided for two (2) additional one (1) year renewal terms with approval of the District's Governing Board. We are requesting approval to exercise the renewal clause for the first year period, commencing November 01, 2004 and ending on October 31, 2005. The contract sum of \$14,376.00 has not increased from the original contract amount.

PREVIOUS RELEVANT BOG ACTION: On October 15, 2003, the Board accepted the proposal, and approved an agreement with Medtronic Physio-Control Corp. for the maintenance and preventative inspection of biomedical equipment for the Fire and Ambulance District 1, in the amount of \$14,376.00 for a one year period, commencing November 01, 2003 and ending October 31, 2004.

CONTRACT/AGREEMENT CHANGES: Contract term has changed to provide service for the period November 01, 2004 through October 31, 2005.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: \$14,376.00

BUDGETED: Yes X No _____

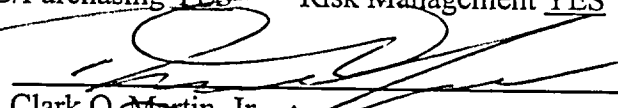
COST TO COUNTY: \$14,376.00

SOURCE OF FUNDS: Ad Val Orem Taxes

REVENUE PRODUCING: Yes _____ No X **AMOUNT PER MONTH** N/A **Year** _____

APPROVED BY: County Atty YES OMB/Purchasing YES Risk-Management YES

DEPARTMENT HEAD APPROVAL:


Clark O. Martin, Jr.
(Rob Low, Acting Dept. Head)

DIVISION DIRECTOR APPROVAL:


James L. Roberts

DOCUMENTATION: Included X

To Follow _____

Not Required _____

DISPOSITION: _____

AGENDA ITEM # G2

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with:	<u>Medtronic Physio-Control</u>	Contract #	<u> </u>
		Effective Date:	<u>November 01, 2004</u>
		Expiration Date:	<u>October 31, 2005</u>

Contract Purpose/Description:
Maintenance agreement with Medtronic Physio-Control Corp. for preventative and corrective maintenance of biomedical equipment for Fire and Ambulance District 1.

Contract Manager: Darice Hayes 6004 Fire Rescue / Stop #14
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on Sept. 15, 2004 Agenda Deadline: August 31, 2004

CONTRACT COSTS


Total Dollar Value of Contract: \$14,376.00 Current Year Portion: \$ _____
 Budgeted? Yes ☒ No ☐ Account Codes: 141-13001-530460
 Grant: \$ _____
 County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	8-25-04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	 (P)	8-25-04
Risk Management	8-27-04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	M. Sluiter	8-27-04
O.M.B./Purchasing	8/26/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Heila Barker	8/26/04
County Attorney	8/20/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	S. Smith	8/23/04

Comments: _____

CONTRACT AGREEMENT ADDENDUM

THIS ADDENDUM TO CONTRACT AGREEMENT, made and entered into this ____ day of _____, 2004, by and between the Board of Governors, Fire and Ambulance District 1 of Monroe County, Florida, hereinafter "County" and Medtronic Physio-Control Corporation, hereinafter "Contractor", in order to amend the contract agreement between the parties dated October 15, 2003, as follows:

1. The term of the Contract Agreement, as stated in Section 4A, shall be extended for an additional one (1) year term commencing on November 01, 2004 and shall expire on October 31, 2005.
2. In all other respects, the Contract Agreement between the parties dated October 15, 2003 remains in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have caused this Contract Agreement Addendum to be executed the day and year first above written.

BOARD OF GOVERNORS OF THE
FIRE AND AMBULANCE DISTRICT 1
OF MONROE COUNTY, FLORIDA

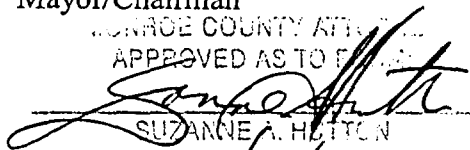
(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date: 8/23/04

MEDTRONIC PHYSIO-CONTROL CORP.

By: _____

Title: _____

WITNESS:

CHI-000298179-10

Marsh USA Inc.
333 South 7th Street, Suite 1600
Minneapolis, MN 55402-2400

CHI-00029817

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

43840 -GAW--

X

INSURED

MEDTRONIC PHYSIO CONTROL CORP.
MEDTRONIC, INC.
710 MEDTRONIC PARKWAY
M.S. LC310
MINNEAPOLIS, MN 55432

COMPANY

A ACE AMERICAN INS CO

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS			
THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, ITS EMPLOYEES & OFFICIALS IS NAMED AS ADDITIONAL INSURED AS IT RELATES TO GENERAL AND AUTO LIABILITY.			

CERTIFICATE HOLDER

MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS
RISK MANAGEMENT DEPT.
1100 SIMONTON STREET
KEY WEST, FL 33040

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Debra Burrell

MM1(3/02)

VALID AS OF: 05/19/04

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 03189501
MONROE COUNTY FIRE RESCUE
490 63RD ST
MARATHON, FL 33050

Bill To # 03189501
MONROE COUNTY FIRE RESCUE
490 63RD ST
MARATHON, FL 33050

This Technical Service Support Agreement begins on 11/1/2004 and expires on 10/31/2005.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Medtronic Physio-Control Corp.'s Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$14,376.00 per term, payable in Monthly in arrears installments.

Special Terms

17% DISCOUNT ON LP12 UPGRADES
17% DISCOUNT ON DATA MANAGEMENT PRODUCTS

Accepted: MEDTRONIC PHYSIO-CONTROL CORP.

By: _____

Title: _____

Date: _____

Customer: _____

By: _____

Print: _____

Title: _____

Date: _____

Purchase Order Number: _____

Territory Rep: EASS59
Montero, Sandra
Phone: 800-442-1142 x2081
FAX: 800-772-3340

Customer Contact:
Peter Lubert
Phone: 305-289-6004
FAX: 305-289-6013

When Life Depends on Medical Technology

Reference Number: S59-1277
Printed: 7/7/2004

Renewal
Page 1 of 8

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A. HUTTON
8/12/04
SUSANNE A. HUTTON
SUSANNE A. HUTTON

MEDTRONIC PHYSIO-CONTROL CORPORATION
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

RENEWAL TERMS

Medtronic Physio-Control's acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Physio-Control agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio-Control by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio-Control.

REPAIR SERVICES

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio-Control service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

INSPECTION SERVICES

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio-Control service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

DOCUMENTATION

Following each Repair and/or Inspection, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS

If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

EXCLUSIONS

This Technical Service Support Agreement does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio-Control under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Physio-Control; and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment.

SCHEDULE SERVICES

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio-Control is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio-Control at Physio-Control's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

PAYMENT

The cost of services performed by Physio-Control shall be payable by Customer within thirty (30) days of Customer's receipt of Physio-Control's Invoice (or such other terms as Physio-Control confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio-Control for any taxes assessed Physio-Control. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

WARRANTY

Physio-Control warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

TERMINATION

Either party may terminate this Technical Service Support Agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

DELAYS

Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements

of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license of permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

MISCELLANEOUS

- a) Customer agrees to not employ or offer employment to anyone performing Services on Physio-Control's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent.
- b) This Technical Service Support Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party.
- c) The rights and obligations of Physio-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State of Washington. All costs and expenses incurred by Physio-Control related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by Customer.

MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: Montero, Sandra, EASS59
 District: SOUTHERN
 Phone: 800-442-1142 x2081
 FAX: 800-772-3340

Equipment Location: MONROE COUNTY FIRE RESCUE, 03189501
 490 63RD ST
 MARATHON, FL 33050

Scope Of Service Ship In Repair - 2 On Site Inspections per year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 10	804200-14	001137	1	11/1/2004	10/31/2005	2
LIFEPAK® 10	804200-14	004475	2	11/1/2004	10/31/2005	2
LIFEPAK® 10	804200-28	007300	3	11/1/2004	10/31/2005	2
LIFEPAK® 10	804200-28	007308	4	11/1/2004	10/31/2005	2
LIFEPAK® 10	804200-28	007327	5	11/1/2004	10/31/2005	2
LIFEPAK® 10	804200-49	070414	6	11/1/2004	10/31/2005	2
LIFEPAK® 10	804200-49	070525	25	11/1/2004	10/31/2005	2
LIFEPAK® 12	VLP12-02-002269	13451834	7	11/1/2004	10/31/2005	2
LIFEPAK® 12	VLP12-02-002269	13451839	8	11/1/2004	10/31/2005	2
LIFEPAK® 12	VLP12-02-002269	13451840	9	11/1/2004	10/31/2005	2
LIFEPAK® 12	VLP12-02-002269	13451841	10	11/1/2004	10/31/2005	2
LIFEPAK® 12	VLP12-02-002269	13451842	11	11/1/2004	10/31/2005	2
LIFEPAK® 12	VLP12-02-002269	13451843	12	11/1/2004	10/31/2005	2

Scope Of Service Ship In Repair Only:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
BATTERY SUPPORT SYSTEM	801807-12	012341	19	11/1/2004	10/31/2005	0
BATTERY SUPPORT SYSTEM	801807-12	014699	20	11/1/2004	10/31/2005	0
BATTERY SUPPORT SYSTEM	801807-12	017090	21	11/1/2004	10/31/2005	0
BATTERY SUPPORT SYSTEM	801807-12	017116	22	11/1/2004	10/31/2005	0
BATTERY SUPPORT SYSTEM	801807-12	017121	23	11/1/2004	10/31/2005	0
BATTERY SUPPORT SYSTEM	801807-21	034696	24	11/1/2004	10/31/2005	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009		11122706	13	11/1/2004	10/31/2005	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009		11122707	14	11/1/2004	10/31/2005	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009		13426192	15	11/1/2004	10/31/2005	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009		13445563	16	11/1/2004	10/31/2005	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009		13445566	17	11/1/2004	10/31/2005	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009		13445567	18	11/1/2004	10/31/2005	0

** Denotes an inventory line that has changed since the last contract revision or addendum.

MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:
Additional Items

Service Type	Item	Quantity	Start Date	End Date
CASE CHANGE	LP12 LIMITED CASE CHANGES	2	11/1/2004	10/31/2005

** Denotes an additional item line that has changed since the last contract revision or addendum.

MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 10 DEFIBRILLATOR/MONITOR/PACEMAKER

- Paddle repairs are included. (Paddle attachments are excluded; i.e. pediatric and anterior attachments).
- Auxiliary Power Supply included when listed on equipment inventory (Schedule A).
- Pacemaker repair is included.
- Case changes are excluded.
- Pacing and patient cables are excluded.
- FAST-PATCH® adapters and QUIK-COMBO™ pacing/defibrillation adapters are included.
- Medtronic Physio-Control® Battery Support System included when listed on equipment inventory (Schedule A).
- Repair coverage for Medtronic Physio-Control® ECG, Pacing and Defibrillation Simulators included.

Medtronic Physio-Control® Battery Pak

- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Medtronic Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, Medtronic Physio-Control shall replace said Medtronic Physio-Control Battery Pak (like for like) i.e. FASTPAK for FASTPAK, up to a maximum of 4 Medtronic Physio-Control Battery Paks every two years (including prior Support Plan periods) per LIFEPAK®10 defibrillator/monitor/pacemaker (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Medtronic Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Medtronic Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Medtronic Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Medtronic Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Medtronic Physio-Control battery. Any repairs, as determined by a Medtronic Physio-Control Service Representative, resulting from the use of a non-Medtronic Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 12 DEFIBRILLATOR/MONITOR

- Battery Support System included when listed on equipment inventory (Schedule A).
- Battery Support System 2 included when listed on equipment inventory (Schedule A).
- AC Power Adapter included when listed on equipment inventory (Schedule A).
- DC Power Adapter included when listed on equipment inventory (Schedule A).
- Defibrillator paddle repairs are included (excludes internal, sterilizable and pediatric paddles).
- Communications and Patient cables are excluded.
- PCMCIA Modems are excluded.
- Therapy cables are excluded.
- SpO2 Sensors are excluded.
- Case Changes are excluded.
- Discount of 17% from the field installed list price for any current and/or future available LIFEPAK®12 upgrade is included when installed by Medtronic Physio-Control Technical Services.
- Discount of 17% from list price for any Medtronic Physio-Control® Data Management product is included.
- Discounts may not be combined with any other special terms, discounts and/or promotions.

Medtronic Physio-Control Fastpak®, Fastpak 2, Lifepak SLA and Lifepak NiCd Battery

- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the operating instruction manual and to replace batteries that do not pass the conditions outlined under "Discarding/ Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Medtronic Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, Medtronic Physio-Control shall replace said Medtronic Physio-Control Battery Pak (like for like) i.e. FASTPAK for FASTPAK, FASTPAK2 for FASTPAK2, LIFEPAK SLA for LIFEPAK SLA, or LIFEPAK NiCd for LIFEPAK NiCd, up to a maximum of 4 Medtronic Physio-Control Battery Paks every two years (including prior Support Plan periods) per LIFEPAK® 12 defibrillator/monitor (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Medtronic Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Medtronic Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Medtronic Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Medtronic Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Medtronic Physio-Control battery. Any repairs, as determined by a Medtronic Physio-Control Service Representative, resulting from the use of a non-Medtronic Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

Lifepak®12 Software Updates

- If combined Repair and Inspection services are designated on the Technical Service Support Agreement inventory for Lifepak 12 units, at the customer's request, a Medtronic Physio-Control Technical Services Representative will install Lifepak 12 software updates at no additional charge provided it is installed at the time of a regularly scheduled inspection. In addition during the term of this agreement, where an assembly such as a printed circuit board must be replaced in order to install the new software, these assemblies may be purchased by the customer at a 50% discount off the current list price of a new assembly. Software updates requested to be installed at a time other than the regularly scheduled inspection will be billed at \$205 per unit per software update. The cost of the software update will be billed on a separate invoice.
- If Repair-Only services are designated on the Service Order inventory for Lifepak 12 units, at the customer's request a Medtronic Physio-Control Technical Services Representative will install a Lifepak 12 software update at a discounted price of \$205 per unit per software update. In addition during the term of this agreement, where an assembly such as a printed circuit board must be replaced in order to install the new software, these assemblies may be purchased by the customer at a 50% discount off the current list price of a new assembly. The cost of the software update will be billed on a separate invoice.
- Discounts may not be combined with any other special terms, discounts and/or promotions.

AGREEMENT

This Agreement made and entered into this 15th day of October, 2003, by and between the Board of Governors, Fire and Ambulance District 1 of Monroe County, Florida, hereinafter "COUNTY" and Medtronic Physio-Control Corporation, hereinafter "CONTRACTOR".

WHEREAS: That the parties hereto, for the consideration hereafter set forth, mutually agree as follows:

1. SCOPE OF THE WORK

The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, apparatus and transportation and perform all other work as described in the Specifications for the Preventive Inspection and Maintenance of Biomedical Equipment for the Board of Governors: all of which are hereto attached and made part of this Agreement by reference.

2. CONTRACT SUM

The COUNTY shall pay to the CONTRACTOR a total amount of \$14,376.00 for the faithful performance of the Contract, in lawful money of the United States. This will be paid in 12 equal monthly installments, on the first of the month for the preceding month after invoice rendered by Contractor.

3. GENERAL PROVISIONS

- A. The CONTRACTOR agrees to indemnify the COUNTY and hold the COUNTY harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees in any action arising out of performance of the work herein, including bodily injury, illness or death, or for property damage including loss of use, resulting from the CONTRACTOR'S work.
- B. The CONTRACTOR warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 or Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.
- C. Before beginning work under this Contract, the CONTRACTOR must provide evidence satisfactory to the COUNTY'S Risk Management Director that the CONTRACTOR has in force and affect the insurance required in the contract specifications (General Conditions, Paragraph 5) and in Exhibit A.

4. CONTRACT TERM

- A. The Contract shall commence on November 1, 2003 and shall expire one year from that date on October 31, 2004. The Contract may be renewed for two (2) additional one (1) year terms at the option of the COUNTY. The COUNTY shall exercise the option by a written notice to the CONTRACTOR, 30 days before expiration of the original term.
- B. The CONTRACTOR shall not be held liable for delay in delivery caused by strikes, inability to obtain materials or equipment, production or manufacturing problems and all other causes beyond the CONTRACTOR'S control. The CONTRACTOR shall not be liable for any incidental damages caused by delays in delivery.
- C. Monroe County's performance and obligation to pay under this contract, is contingent upon an annual appropriation by the Board of County Commissioners of Monroe County.

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

The CONTRACTOR understands all provisions of this Contract and of the Specifications and agrees to their sufficiency for the work to be done. Under no circumstances, conditions or situations shall this Contract be more strongly construed against the COUNTY than against the CONTRACTOR.

6. PAYMENT

- A. The CONTRACTOR shall invoice the COUNTY, in accordance with the pricing and terms as outlined in the Contract documents. Invoices shall be submitted to the Monroe County Fire Rescue, 490 63rd Street, Ocean, Suite 170, Marathon, Florida 33050, for approval and processing.
- B. All payments shall be made directly to the CONTRACTOR at the CONTRACTOR'S office, Medronic Physio-Control Corporation, 11811 Willows Rd., N.E., Redmond, WA 98073.

7. INDEPENDENT CONTRACTOR

At all times and for all purposes hereunder CONTRACTOR is an independent contractor and not an employee of the COUNTY. No statement contained in this Agreement shall be construed so as to find the CONTRACTOR or any of his/her employees, contractors, servants or agents to be employees of the COUNTY and they shall be entitled to none of the rights, privileges or benefits of employees of the COUNTY.

8. COMPLIANCE WITH LAW

In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of such goods, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the Board of County Commissioners to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

9. SUBCONTRACTING/ASSIGNMENT

CONTRACTOR shall not assign, sublet, subcontract, sell or transfer any interest in this Contract without the prior written consent of the COUNTY thereto.

10. NOTICE - GENERAL

Any notice or notices required or permitted to be given pursuant to this Contract may be personally served on the other party by the party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

COUNTY: Monroe County Fire Rescue
490 63rd Street, Ocean, Suite 170
Marathon, Florida 33050

CONTRACTOR: Medtronic Physio-Control Corporation
11811 Willows Rd., N.E.
Redmond, WA 98073

11. ANTI DISCRIMINATION

CONTRACTOR agrees they will not discriminate against any of their employees or applicants for employment or against persons for any other benefit or service, because of their race, color, religion, sex or national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment and to abide by all Federal and State laws regarding non-discrimination.

12. NON WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the CONTRACTOR shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the COUNTY from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

13. CONTRACTOR - GENERAL

The CONTRACTOR warrants that it is authorized by law to engage in the performance of the activities encompassed by the program herein described, subject to the terms and conditions set forth in the Attachment, which is attached hereto and incorporated herein as part of this Agreement.

Each of the signatories for the CONTRACTOR, below, certifies and warrants that:

- A. The CONTRACTOR'S name in this Agreement is the full name as designated its corporate charter, if CONTRACTOR is a corporation; otherwise, CONTRACTOR'S name is the business entity, whether partnership or sole proprietorship, under which CONTRACTOR normally conducts business.
- B. They are empowered to act and contract for the CONTRACTOR and
- C. This Agreement has been approved by the Board of Directors of CONTRACTOR, if CONTRACTOR has a corporation.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between CONTRACTOR and the Fire Rescue office or the m COUNTY.

15. CONSENT TO JURISDICTION

This Agreement, its performance and all disputes arising hereunder, shall be governed by the laws of the State of Florida and both parties agree that a proper venue for any action shall be Monroe County.

16. CONDITIONS OF TERMINATION

- A. The performance of work or provision of goods under this Agreement may be terminated, delayed or temporarily suspended by the COUNTY, in whole or in part, from time to time, wherever the COUNTY shall determine that such termination is in the best interest of the COUNTY. The COUNTY shall pay all reasonable costs incurred by the CONTRACTOR up to the time of termination and all reasonable costs to the CONTRACTOR associated with termination.
- B. If the CONTRACTOR fails to fulfill the terms of this Agreement or attachments, properly or on time or otherwise violates the provisions of the Agreement or of applicable laws or regulations governing the use of funds, the COUNTY may terminate the Contract by written notice of 15 days. The notice shall specify cause. The COUNTY shall pay the CONTRACTOR fair and equitable compensation for expenses incurred prior to termination of the Agreement, less

any amount of damages caused by the CONTRACTOR'S breach. If the damages are more than compensation payable, the CONTRACTOR will remain liable after termination and the COUNTY can affirmatively collect damages.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.



(SEAL)

Attest: Danny L. Kolhage, Clerk

By: Sabell C. DeFantis
Deputy Clerk

BOARD OF GOVERNORS OF
FIRE AND AMBULANCE DISTRICT 1 OF
MONROE COUNTY, FLORIDA

BY:

Kevin Marshall

MAYOR/CHAIRMAN

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date

9/16/03

(CORPORATE SEAL)

Attest:

By: Meredith Darnie

Title: Sr. Cust Svc Supervisor

MEDTRONIC PHYSIO-CONTROL CORP.

By:

Jeri Pies

Title:

Contract Coordinator

MARSH		CERTIFICATE OF INSURANCE		CERTIFICATE NUMBER CHI-000338166-04										
PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1600 Minneapolis, MN 55402-2400		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFIRMS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.												
43840 -GAW-- INSURED MEDTRONIC PHYSIO CONTROL CORP. MEDTRONIC, INC. 710 MEDTRONIC PARKWAY M.S. LC310 MINNEAPOLIS, MN 55432		COMPANIES AFFORDING COVERAGE <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">COMPANY</td> <td style="width: 80%;">A ACE AMERICAN INS CO</td> <td rowspan="4" style="width: 10%; text-align: center; vertical-align: middle;"> RECEIVED NOV 17 2003 BY: <i>del</i> FIRE RESCUE </td> </tr> <tr> <td>COMPANY</td> <td>B</td> </tr> <tr> <td>COMPANY</td> <td>C</td> </tr> <tr> <td>COMPANY</td> <td>D</td> </tr> </table>				COMPANY	A ACE AMERICAN INS CO	RECEIVED NOV 17 2003 BY: <i>del</i> FIRE RESCUE	COMPANY	B	COMPANY	C	COMPANY	D
COMPANY	A ACE AMERICAN INS CO	RECEIVED NOV 17 2003 BY: <i>del</i> FIRE RESCUE												
COMPANY	B													
COMPANY	C													
COMPANY	D													
COVERAGE THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS									
A	GENERAL LIABILITY	HDOG21731195	05/01/03	05/01/04	GENERAL AGGREGATE \$ 10,000,000									
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 10,000,000									
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000									
	<input type="checkbox"/> OWNER'S & CONTRACTORS PROT				EACH OCCURRENCE \$ 10,000,000									
					FIRE DAMAGE (Any one fire) \$ 1,000,000									
					MED EXP (Any one person) \$ 10,000									
A	AUTOMOBILE LIABILITY	ISAH07685087	05/01/03	05/01/04	COMBINED SINGLE LIMIT \$ 1,000,000									
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$									
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$									
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$									
	<input checked="" type="checkbox"/> HIRED AUTOS													
	<input checked="" type="checkbox"/> NON-OWNED AUTOS													
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$									
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$									
					EACH ACCIDENT \$									
					AGGREGATE \$									
	EXCESS LIABILITY				EACH OCCURRENCE \$									
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$									
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLRC43522644	05/01/03	05/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS \$									
A		SCFC43522607	05/01/03	05/01/04	EL EACH ACCIDENT \$ 1,000,000									
A	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	WLRC443522565	05/01/03	05/01/04	EL DISEASE-POLICY LIMIT \$ 1,000,000									
A		WLR C43520556	05/01/03	05/01/04	EL DISEASE-EACH EMPLOYEE \$ 1,000,000									
	OTHER	WC: Self Insured in MN & AZ												
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS THE MONROE COUNTY BOARD OF COMMISSIONERS, ITS EMPLOYEES AND OFFICIALS ARE INCLUDED AS AN ADDITIONAL INSURED AS IT RELATES TO GENERAL LIABILITY AND AUTO LIABILITY WHEN REQUIRED BY CONTRACT.														
CERTIFICATE HOLDER MONROE COUNTY BOARD OF COUNTY COMMISSIONERS OFFICE OF FIRE RESCUE, ATTN: DARICE HAYES 490 63RD ST., OCEAN VIEW SUITE 170 MARATHON, FL 33050														
ENDORSEMENT SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE. MARSH USA INC. BY: Sarah Paasch <i>Sarah Paasch</i> MM 11/14/03 VALID AS OF 11/14/03														

MEDTRONIC PHYSIO-CONTROL CORP.
SERVICE ORDER TERMS AND CONDITIONS

TERMS

Medtronic Physio-Control's ("Physio") acceptance of Customer's Service Order is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Physio agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio.

REPAIR SERVICES

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio freight prepaid.

INSPECTION SERVICES

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio freight prepaid.

DOCUMENTATION

Following each Repair and/or Inspection, Physio will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS

If a Physio product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio's request.

EXCLUSIONS

This Service Order does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio under this Service Order; case changes; repair or replacement of items not originally distributed or installed by Physio; and exclusions on Schedule B to this Service Order, if any, which apply to Covered Equipment.

SCHEDULE SERVICES

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio is requested to perform Repair or Inspection services not designated in this Service Order (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio at Physio's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

PAYMENT

The cost of services performed by Physio shall be payable by Customer within thirty (30) days of Customer's receipt of Physio's Invoice (or such other terms as Physio confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio for any taxes assessed Physio. If the number or configuration of Covered Equipment is altered during the Term of this Service Order, the price of Services shall be adjusted accordingly.

WARRANTY

Physio warrants Services performed under this Service Order and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

TERMINATION

Either party may terminate this Service Order at any time upon sixty (60) days prior written notice to the other, except that Physio may terminate this Service Order immediately upon Customer's failure to make timely payments for services rendered under this Service Order. In the event of termination, Customer shall be obligated to reimburse Physio for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

DELAYS

Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license of permit, and Physio's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio's obligations and the performance dates shall be extended for the length of such delay.

MISCELLANEOUS

- a) Customer agrees to not employ or offer employment to anyone performing Services on Physio's behalf during the Term of this Service Order or for one (1) year following its expiration without Physio's prior written consent.
- b) This Service Order, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party.
- c) The rights and obligations of Physio and Customer under this Service Order shall be governed by the laws of the State of Washington. All costs and expenses incurred by Physio related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by Customer.

**GENERAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL1

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT _____**

**BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$100,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 50,000 per Person
\$100,000 per Occurrence
\$ 25,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL1

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS
FOR
CONTRACT _____

BETWEEN
MONROE COUNTY, FLORIDA
AND
_____**

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

- \$100,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

WC1

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 03189501
MONROE COUNTY EMS
490 63RD STREET
MARATHON, FL 33050

Bill To # 03189501
MONROE COUNTY EMS
490 63RD STREET
MARATHON, FL 33050

This Technical Service Support Agreement begins on 11/1/2003 and expires on 10/31/2004.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Medtronic Physio-Control Corp.'s Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$14,376.00 per term, payable in Monthly in arrears installments.

Special Terms

17% DISCOUNT ON LP12 UPGRADES
17% DISCOUNT ON DATA MANAGEMENT PRODUCTS

Accepted: MEDTRONIC PHYSIO-CONTROL CORP.

By: Sandra Lee Montero

Title: Field Service Rep

Date: 9-9-03

Customer:

By:

Print:

Title:

Date:

Purchase Order Number:

Territory Rep: EASS59
SANDRA LEE MONTERO
Phone: 800-442-1142 X2081
FAX: 800-772-3340

Customer Contact:
Peter Lubert
Phone: 305-289-6004
FAX: 305-289-6013

Reference Number: S59-1239
Printed: 9/9/2003

Renewal
Page 1 of 6

MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: Montero, Sandra, EASS59
 District: SOUTHERN
 Phone: 800-442-1142 x2081
 FAX: 800-772-3340

Equipment Location: MONROE COUNTY EMS, 03189501
 490 63RD STREET
 MARATHON, FL 33050

Scope Of Service Ship In Repair - 2 On Site Inspections per year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 10	804200-14	001137	1	11/1/2003	10/31/2004	2
LIFEPAK® 10	804200-14	004475	2	11/1/2003	10/31/2004	2
LIFEPAK® 10	804200-28	007300	3	11/1/2003	10/31/2004	2
LIFEPAK® 10	804200-28	007308	4	11/1/2003	10/31/2004	2
LIFEPAK® 10	804200-28	007327	5	11/1/2003	10/31/2004	2
LIFEPAK® 10	804200-49	070414	6	11/1/2003	10/31/2004	2
LIFEPAK® 10	804200-49	070525	25	11/1/2003	10/31/2004	2
LIFEPAK® 12	VLP12-02-002269	13451834	7	11/1/2003	10/31/2004	2
LIFEPAK® 12	VLP12-02-002269	13451839	8	11/1/2003	10/31/2004	2
LIFEPAK® 12	VLP12-02-002269	13451840	9	11/1/2003	10/31/2004	2
LIFEPAK® 12	VLP12-02-002269	13451841	10	11/1/2003	10/31/2004	2
LIFEPAK® 12	VLP12-02-002269	13451842	11	11/1/2003	10/31/2004	2
LIFEPAK® 12	VLP12-02-002269	13451843	12	11/1/2003	10/31/2004	2

Scope Of Service Ship In Repair Only:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
BATTERY SUPPORT SYSTEM	801807-12	012341	19	11/1/2003	10/31/2004	0
BATTERY SUPPORT SYSTEM	801807-12	014699	20	11/1/2003	10/31/2004	0
BATTERY SUPPORT SYSTEM	801807-12	017090	21	11/1/2003	10/31/2004	0
BATTERY SUPPORT SYSTEM	801807-12	017116	22	11/1/2003	10/31/2004	0
BATTERY SUPPORT SYSTEM	801807-12	017121	23	11/1/2003	10/31/2004	0
BATTERY SUPPORT SYSTEM	801807-21	034696	24	11/1/2003	10/31/2004	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009		11122706	13	11/1/2003	10/31/2004	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009		11122707	14	11/1/2003	10/31/2004	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009		13426192	15	11/1/2003	10/31/2004	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009		13445563	16	11/1/2003	10/31/2004	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009		13445566	17	11/1/2003	10/31/2004	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009		13445567	18	11/1/2003	10/31/2004	0

Reference Number: S59-1239
 Printed: 11/5/2003

Renewal
 Page 2 of 6

** Denotes an inventory line that has changed since the last contract revision or addendum.

MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:
Additional Items

Service Type	Item	Quantity	Start Date	End Date
CASE CHANGE	LP12 LIMITED CASE CHANGES	2	11/1/2003	10/31/2004

** Denotes an additional item line that has changed since the last contract revision or addendum.

MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 10 DEFIBRILLATOR/MONITOR/PACEMAKER

- Paddle repairs are included. (Paddle attachments are excluded; i.e. pediatric and anterior attachments).
- Auxiliary Power Supply included when listed on equipment inventory (Schedule A).
- Pacemaker repair is included.
- Case changes are excluded.
- Pacing and patient cables are excluded.
- FAST-PATCH® adapters and QUIK-COMBO™ pacing/defibrillation adapters are included.
- Medtronic Physio-Control® Battery Support System included when listed on equipment inventory (Schedule A).
- Repair coverage for Medtronic Physio-Control® ECG, Pacing and Defibrillation Simulators included.

Medtronic Physio-Control® Battery Pak

- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Medtronic Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, Medtronic Physio-Control shall replace said Medtronic Physio-Control Battery Pak (like for like) i.e. FASTPAK for FASTPAK, up to a maximum of 4 Medtronic Physio-Control Battery Paks every two years (including prior Support Plan periods) per LIFEPAK®10 defibrillator/monitor/pacemaker (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Medtronic Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Medtronic Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Medtronic Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Medtronic Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Medtronic Physio-Control battery. Any repairs, as determined by a Medtronic Physio-Control Service Representative, resulting from the use of a non-Medtronic Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

MEDTRONIC PHYSIO-CONTROL CORP.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 12 DEFIBRILLATOR/MONITOR

- Battery Support System included when listed on equipment inventory (Schedule A).
- Battery Support System 2 included when listed on equipment inventory (Schedule A).
- AC Power Adapter included when listed on equipment inventory (Schedule A).
- DC Power Adapter included when listed on equipment inventory (Schedule A).
- Defibrillator paddle repairs are included (excludes internal, sterilizable and pediatric paddles).
- Communications and Patient cables are excluded.
- PCMCIA Modems are excluded.
- Therapy cables are excluded.
- SpO2 Sensors are excluded.
- Case Changes are excluded.
- Discount of 17% from the field installed list price for any current and/or future available LIFEPAK®12 upgrade is included when installed by Medtronic Physio-Control Technical Services.
- Discount of 17% from list price for any Medtronic Physio-Control® Data Management product is included.
- Discounts may not be combined with any other special terms, discounts and/or promotions.

Medtronic Physio-Control Fastpak®, Fastpak 2, Lifepak SLA and Lifepak NiCd Battery

- Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the operating instruction manual and to replace batteries that do not pass the conditions outlined under "Discarding/ Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).
- If customer provides evidence that a Medtronic Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years, Medtronic Physio-Control shall replace said Medtronic Physio-Control Battery Pak (like for like) i.e. FASTPAK for FASTPAK, FASTPAK2 for FASTPAK2, LIFEPAK SLA for LIFEPAK SLA, or LIFEPAK NiCd for LIFEPAK NiCd, up to a maximum of 4 Medtronic Physio-Control Battery Paks every two years (including prior Support Plan periods) per LIFEPAK® 12 defibrillator/monitor (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Medtronic Physio-Control and must be returned at the time of exchange.
- Only batteries manufactured by Medtronic Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Medtronic Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Medtronic Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Medtronic Physio-Control battery. Any repairs, as determined by a Medtronic Physio-Control Service Representative, resulting from the use of a non-Medtronic Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

Lifepak®12 Software Updates

- If combined Repair and Inspection services are designated on the Technical Service Support Agreement inventory for Lifepak 12 units, at the customer's request, a Medtronic Physio-Control Technical Services Representative will install Lifepak 12 software updates at no additional charge provided it is installed at the time of a regularly scheduled inspection. In addition during the term of this agreement, where an assembly such as a printed circuit board must be replaced in order to install the new software, these assemblies may be purchased by the customer at a 50% discount off the current list price of a new assembly. Software updates requested to be installed at a time other than the regularly scheduled inspection will be billed at \$205 per unit per software update. The cost of the software update will be billed on a separate invoice.
- If Repair-Only services are designated on the Service Order inventory for Lifepak 12 units, at the customer's request a Medtronic Physio-Control Technical Services Representative will install a Lifepak 12 software update at a discounted price of \$205 per unit per software update. In addition during the term of this agreement, where an assembly such as a printed circuit board must be replaced in order to install the new software, these assemblies may be purchased by the customer at a 50% discount off the current list price of a new assembly. The cost of the software update will be billed on a separate invoice.
- Discounts may not be combined with any other special terms, discounts and/or promotions.